CBTU
Companhia Brasileira de Trens Urbanos
Administração Central

TERMS OF REFERENCE

001-2026/GECOR/GAESP/DT - ACQUISITION OF TR-57 RAILS - STU/REC

ENGINEERING COST REFERENCE CONTROL MANAGEMENT - GECOR

GENERAL MANAGEMENT - STUDIES AND PROJECTS - GAESP

TECHNICAL BOARD - DT

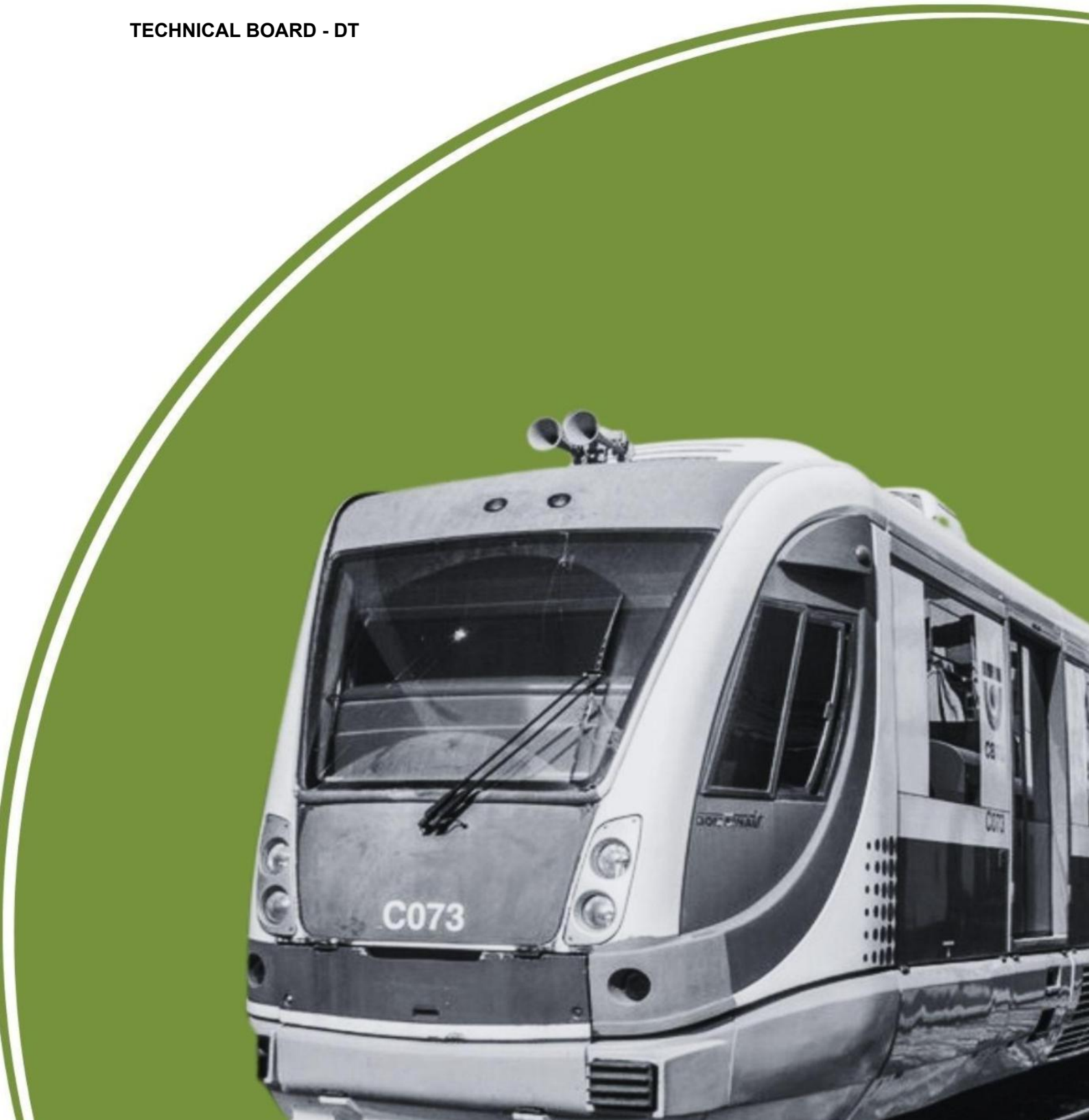


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TERMS OF REFERENCE

1. IDENTIFICATION OF THE NEED

1.1. CBTU has projects and technical demands aimed at the recovery, remodeling, expansion, and operational improvement of its metro-rail system in Recife, with the purpose of providing greater safety, reliability, and efficiency to railway operations.

1.2. The prior availability of rails is a relevant condition for the proper execution of maintenance and recovery actions on the permanent way, considering that the acquisition process for this material requires significant timeframes for planning, bidding, manufacturing, certification, transportation, and delivery.

1.3. The absence of rails available in stock or in ready-to-use condition may cause delays, stoppages, or limitations in the execution of essential maintenance and replacement services, especially in sections with pronounced wear, operational restrictions, or the need for corrective intervention. Therefore, the intended acquisition seeks to mitigate operational risks and ensure greater predictability in the execution of railway infrastructure recovery actions.

1.4. This Terms of Reference seeks to enable, through a Price Registration System, the eventual acquisition of TR-57 RAILS intended for the Recife Urban Train Superintendence - STU-REC, with a view to meeting the needs for maintenance, recovery, and recomposition of the permanent way of the Recife metro-rail system.

2. DEFINITION OF THE OBJECT

2.1. This Terms of Reference, hereinafter referred to as the TR, has as its object the OPENING OF A PRICE REGISTRATION SYSTEM (SRP) FOR THE EVENTUAL ACQUISITION OF 741.82 METRIC TONS OF TR-57 RAILS FOR STU-REC, new, in 12-meter bars, with a nominal mass of 57 kg/m, manufactured and tested in accordance with ABNT NBR 7590:2012.

2.2. The chemical composition, tensile strength, and elongation shall comply with Type 3A steel quality or with the Standard rail pattern defined in the American AREMA standard, without prejudice to full compliance with all other technical requirements set forth in this TR and its annexes.

2.3. The acquisition in question is intended for the Recife Urban Train Superintendence of Companhia Brasileira de Trens Urbanos - CBTU.

2.4. Considering the characteristics and performance and quality standards objectively defined through recognized and customary market specifications, the object may be characterized as a COMMON GOOD, pursuant to article 113 of the RILC-CBTU, combined with article 3, item II, of Decree No. 10,024/2019.

2.5. This contracting shall be carried out through the Price Registration System and shall have a single successful bidder for the total quantity described, considering the standardized nature of the object, the need for technical uniformity of the material, and the logistical convenience of the contracting.

2.6. The Price Registration System shall be adopted pursuant to article 178 of the RILC-CBTU, aiming at reducing operational costs, optimizing the contracting process, and properly managing the supply demand.

2.7. The Price Registration System is appropriate due to the possibility of acquiring the good according to operational needs, intervention scheduling, and budget availability, without imposing on the Administration the immediate acquisition of the entire registered quantity.

2.8. The validity period of the Price Registration Record shall be up to 12 (twelve) months and may be extended for an equal period, provided that there is a remaining balance in the quantity of items, the advantage of the registered price is demonstrated, and there is express agreement by the beneficiary of the record, pursuant to article 189 of the RILC-CBTU and other applicable provisions.

2.9. For registration purposes in Compras.gov.br, the object is indicated as falling under CATMAT 614605 - Railway Rail, or another CATMAT code that may be confirmed by the bidding area at the time of registration, while preserving the technical description of the object. CATSER does not apply, as this is an acquisition of goods.

3. JUSTIFICATION FOR THE CONTRACTING

3.1. Rails constitute a fundamental element of the superstructure of the permanent way, being directly responsible for resisting the loads transmitted by the rolling stock, guiding the movement of railway vehicle wheels, and, on electrified lines, contributing to the conduction of electric current associated with signaling and traction systems. Accordingly, their physical and geometric integrity is indispensable for the safety of railway circulation, the preservation of rolling stock, and the continuity of the public passenger transportation service.

3.2. Over time, rails are subject to wear resulting from the mechanical interaction between wheel and rail, especially in curves, due to factors such as traffic intensity, axle load, curve radius, track geometry, tamping conditions, leveling, alignment, and the periodicity of maintenance actions.

3.3. Excessive wear of the rail head reduces the resistant section of the component and may compromise its structural capacity and increase the risk of failures, speed restrictions, and accelerated degradation of the permanent way and rolling stock.

3.4. Pursuant to item 2.2 of DNIT PIM 01, the rail is the main element of the permanent way structure and must fulfill the following purposes:

- to directly resist the stresses received from the train and transmit them to the other elements of the permanent way;
- to guide the wheels of railway vehicles in their movement;
- to serve as a conductor of electric current for signaling and traction on electrified lines.

3.5. As recorded in Technical Note No. 015/COVIP/2023, prepared by the Permanent Way technical area of CBTU/STU-REC, several rails installed in curves of the Center Line present wear equal to or greater than 25% of the rail head area, a limit historically adopted for passenger transportation.

3.6. The aforementioned Technical Note indicated the need to replace rails in 41 curves with wear on the outer rail and 35 curves with wear on the inner rail, totaling 1,741 bars of 12 meters, corresponding to 20,892 meters of rails.

3.7. In addition to the sections already within the critical wear limit, curves with wear between 20% and 24% of the rail head area were identified, a situation that evidences a trend of evolution to a limit condition or a condition above the admissible limit during the period required to complete the replacements. For these cases, an additional need for 932 bars of 12 meters was identified, corresponding to 11,184 meters of rails.

3.8. With regard to the South Line, Technical Note No. 015/COVIP/2023 also indicated the need to replace rails in the section between Joana Bezerra and Largo da Paz stations, corresponding to 303 bars of 12 meters, totaling 3,636 meters of rails.

3.9. The technical survey consolidated by STU-REC resulted in a total need for 2,976 bars of TR-57 RAILS, equivalent to 35,712 linear meters. Considering the nominal mass of the TR-57 RAIL of 56.90 kg/m, this quantity corresponds, for reference purposes, to approximately 2,035.60 metric tons of rails.

3.10. In order to partially meet the identified need, CBTU entered into Contract No. 033-2024/DT, arising from Electronic Auction/SRP No. 008/2024/GALIC/AC, whose object included the acquisition of 1,365.60 metric tons of new TR-57 RAILS, manufactured and tested in accordance with ABNT NBR 7590:2012.

3.11. Considering the total need of 2,035.60 metric tons indicated for STU-REC and the previous acquisition of 1,365.60 metric tons through Contract No. 033-2024/DT, there remains a need for 670 metric tons of TR-57 RAILS to supplement the technical quantity initially identified.

3.12. In addition to this remaining balance, 100 maintenance points detected by ultrasonic testing were considered, each requiring replacement of 6 meters of rail, totaling 600 linear meters, equivalent to 34.20 metric tons of TR-57 RAILS.

3.13. The need to replenish 55 bars of 12-meter rails was also considered, equivalent to 660 linear meters and 37.62 metric tons, due to the use of part of the stock arising from Contract No. 033-2024/DT in the rail replacement services under Contract No. 108-2024/DT, at the Cavaleiro Yard.

3.14. The final quantity intended under this SRP results from the following calculation: 2,035.60 t - 1,365.60 t + 34.20 t + 37.62 t = 741.82 metric tons of TR-57 RAILS, as shown in the table immediately below:

Description of the need	**Quantity**
Total need identified for STU-REC	2,035.60 t
Quantity already acquired through Contract No. 033-2024/DT	1,365.60 t
Remaining balance of the total need	670.00 t
Rails for replacement of 100 points detected by ultrasound	34.20 t
Replenishment of 55 bars of 12 m to the operational stock	37.62 t
Final quantity intended under this SRP	741.82 t

3.15. The acquisition of TR-57 rails is technically justified, as it aims to supplement the quantity required for the replacement of worn rails on the Center and South Lines of the Recife Metro, meet corrective demands identified by ultrasonic inspection, and replenish the strategic operational stock for maintenance interventions.

3.16. Adoption of the Price Registration System is appropriate to the nature of the demand, since it allows CBTU to register the required quantity and carry out future acquisitions according to operational needs and intervention scheduling, without imposing the immediate acquisition of the entire registered quantity. This model provides greater administrative flexibility, preserves cost-effectiveness, and reduces the risk of discontinuity in permanent way maintenance actions.

4. TECHNICAL SPECIFICATIONS OF THE OBJECT AND APPLICABLE STANDARDS

4.1. The specifications and service instructions shall guide the relevant supply, standardizing the proposals submitted and enabling a careful analysis by the Administration.

4.2. The contracting shall observe, where applicable, the following regulations and standards:

- Law No. 13,303/2016;
- CBTU Internal Regulation for Bidding, Direct Contracting, Contracts, and Agreements - RILC-CBTU;
- Decree No. 7,983/2013, regarding the criteria for preparing reference budgets for engineering works and services and the use of SICRO as a reference system for transportation infrastructure, where applicable;
- CBTU Permanent Way Service Specifications - EMVP/16;
- DNIT Material Inspection Procedure - PIM 01 - Rail for Railway Line;
- ABNT NBR 7590:2012;
- AREMA Manual for Railway Engineering, Chapter 4 - Rail, Part 2 - Manufacture of Rail, Section 2.1 - Specifications for Steel Rail;
- Regulatory Safety Standards - NRs in force in Brazil; and
- Applicable environmental legislation.

4.3. The rails shall be supplied in 12-meter-long bars. The rails must be free from defects, cracks, or discontinuities of any kind and must be straight and have a uniform section throughout their entire length.

4.4. The rails must be marked in accordance with CBTU EMVP/16.

4.5. The rails shall not be supplied without holes at their ends.

4.6. The rails shall be handled carefully so that they are not damaged during shipment, unloading, land or sea transportation, loading, unloading, or stacking.

4.7. The rails may only be shipped after completion of the applicable tests, issuance of the approval certificate, and acceptance by CBTU, subject to the conditions set forth in this TR.

4.8. The entire supply shall comply with Brazilian Technical Standards, the specifications contained in this Terms of Reference, and the attached technical documents.

4.9. No prior technical visit or inspection shall be required, considering that the object consists of the supply of a standardized good with specifications objectively defined in this TR and its annexes, and the information made available in the contracting documents is sufficient for preparation of the proposals.

4.10. No sample or proof of concept shall be required during the bidding phase. The technical conformity of the object shall be verified through the tests, certifications, inspections, and other receipt and acceptance procedures provided for in this TR, in CBTU EMVP/16, in ABNT NBR 7590:2012, in AREMA, and in the other applicable standards.

5. PRICE ESTIMATE

5.1. The estimated value of the contracting was prepared based on the technically defined quantity for the eventual acquisition of 741.82 metric tons of TR-57 RAILS, intended for STU-REC.

5.2. The reference unit cost was obtained from the SICRO/DNIT Summary Materials Report, adopting the item corresponding to TR57 RAIL in carbon steel - L = 12 m, reference code M2202, base date January/2026, for Pernambuco, in the unit amount of BRL 9,821.0559 per metric ton.

Description	Quantity	Unit	Unit value	Total value
TR57 rail in carbon steel - L = 12 m Reference: SICRO/PE 01/2026 | Code M2202	741.82	t	BRL 9,821.0559	BRL 7,285,455.69

5.3. The indication of the adopted reference, the table base date, the item code, and the demonstration of the estimated value are contained in the specific Price Survey Technical Note No. 001/2026-GECOR, attached to the case file, in compliance with article 80 of the RILC-CBTU.

5.4. Execution Orders shall be issued considering the conditions established in the Price Registration Record, the contractual instrument, and the annexes to this TR, subject to administrative convenience, the maintenance schedule, and budget availability.

6. RESPONSIBILITIES OF THE PARTIES

6.1. Obligations of the CONTRACTOR

6.1.1. Comply with all obligations set forth in this TR, its annexes, and its proposal, assuming the risks and expenses arising from the proper delivery of the object.

6.1.2. Deliver the object in perfect condition, in accordance with the specifications, deadline, and place indicated in this TR, in the contractual instrument, and in the proposal accepted by CBTU, accompanied by the respective invoice.

6.1.3. Be liable for defects and damage arising from the object, pursuant to applicable legislation, especially Law No. 8,078/1990, where applicable, Law No. 13,303/2016, and the RILC-CBTU.

6.1.4. Replace, repair, or correct, at its own expense and within the deadline set by contract management and inspection, any object with damage, defects, or nonconformities.

6.1.5. Notify the CONTRACTING ENTITY in writing, at least 24 hours prior to the scheduled delivery date, of any reasons that prevent compliance with the deadline, proving the impossibility.

6.1.6. Maintain, throughout contract execution, compatibility with the obligations assumed and all qualification, proposal, and qualification conditions required.

6.1.7. Supply the object in accordance with the highest quality standards, following the specifications contained in this TR, the annexes, and the regulations applicable to the manufacture of the object.

6.1.8. Comply with the observations and complaints of the CONTRACTING ENTITY's inspection regarding the supply, transportation, loading, unloading, stacking, and delivery of the object.

6.1.9. Be responsible for compliance with all applicable federal, state, and municipal laws, regulations, standards, instructions, and guidelines, as well as for obtaining licenses, permits, and authorizations related to the contracted supply and the performance of its activities.

6.1.10. Bear all contract expenses, insurance, taxes, social security, labor, foreign exchange, logistics, and any other costs levied on the supply, transportation, loading, unloading, and delivery of the object.

6.1.11. Bear the expenses for hiring a certification company, previously approved by CBTU, which shall act in the verification of the rails, in the tests, and in monitoring the manufacturing, inspection, and certification process, as provided for in this TR.
6.1.12. Assume exclusive responsibility for any errors or mistakes in the sizing of its proposal, including freight, insurance, taxes, transportation logistics, and delivery costs to the possible locations indicated in this TR.
6.1.13. Fully observe CBTU's Code of Ethics, Code of Conduct and Integrity, and Related-Party Transactions Policy, available through the Company's institutional channels.
6.1.14. Include in the price proposal all fees, taxes, charges, insurance, freight, transportation costs, loading, unloading, and other expenses necessary for delivery of the object to the locations indicated by CBTU.

6.2. Obligations of the CONTRACTING ENTITY

6.2.1. Exercise broad inspection during the supply and may, through an authorized representative, monitor the manufacturing, certification, transportation, and delivery of the material.
6.2.2. Inspect contract execution in accordance with the specifications and notify the CONTRACTOR of any irregularity found in the manufacturing, transportation, certification, loading, unloading, or delivery of the material.
6.2.3. Promote, through the designated manager and inspector, the monitoring and inspection of contract execution, recording detected failures and notifying the CONTRACTOR of occurrences that require corrective measures.
6.2.4. Timely request from the CONTRACTOR and its representatives all measures necessary for the proper progress of the supply.
6.2.5. Notify the CONTRACTOR in writing of imperfections, failures, or irregularities found in the supplied object, so that they may be replaced, repaired, or corrected.
6.2.6. Pay the CONTRACTOR the amount corresponding to the supply of the object, within the deadlines and in the forms established in this TR, in the contractual instrument, and in the other documents of the process.
6.2.7. Provide relevant information and clarifications that may be requested by the CONTRACTOR or its representatives.
6.2.8. Apply to the CONTRACTOR the applicable contractual and legal penalties, through an administrative proceeding, ensuring adversarial proceedings and full defense.
6.2.9. Approve, when the technical requirements are met, the CERTIFICATION COMPANY presented by the CONTRACTOR.
6.2.10. Arrange for the filing of technical and administrative documents related to contract execution, including certificates, inspection reports, receipt terms, invoices, contracts, and amendments.
6.2.11. Issue, after contract closure, the respective Contract Closure Term, provided that there are no physical or financial pending matters, subject to CBTU's internal rules.

7. PHYSICAL SUPPLY SCHEDULE

7.1. The Physical and Financial Supply Schedule related to this contracting is included as an Annex to this TR.

7.2. The issuance of Execution Orders shall observe administrative convenience, budget availability, the schedule of maintenance interventions, and the conditions set forth in the Price Registration Record and in the contractual instrument.

7.3. There shall be no advance payment. Disbursements shall occur for each shipment effectively supplied, delivered, checked, and certified by CBTU inspectors, subject to the approved quantities, registered prices, invoice issuance, and certification by the inspection team, as indicated below:

Stage	Physical milestone	Financial milestone/disbursement
1	Receipt of the Execution Order and presentation of the CERTIFICATION COMPANY	No disbursement.
2	Approval and hiring of the certification company by the CONTRACTOR	No disbursement.
3	Manufacturing, tests, certification, and shipment release	No disbursement.
4	Transportation, delivery, unloading, and checking of the shipment	Payment 30 days after receipt, checking, and certification by the inspectors.

8. CONDITIONS FOR RECEIPT AND ACCEPTANCE OF THE OBJECT

8.1. Within 10 calendar days after contract signing, the CONTRACTOR shall present the CERTIFICATION COMPANY that will act in the verification of the rails, which must be previously approved by CBTU.

8.2. CERTIFICATION COMPANIES with scope compatible with the object shall be evaluated for approval by CBTU, and documents or certificates must be submitted proving experience in certifying supply tests for rails or similar products for railway or metro-rail use.

8.3. After approval by CBTU, proof of hiring of the selected CERTIFICATION COMPANY shall be submitted within 5 business days. CBTU shall issue the Execution Order only after the certification company has been hired.

8.4. The CONTRACTOR shall bear the costs of hiring the CERTIFICATION COMPANY previously approved by CBTU, which shall inspect and monitor the process of manufacturing, inspection, testing, and certification of the rails and shall have unrestricted access to the documentation relating to the supply and to the manufacturer's facilities.

8.5. The CERTIFICATION COMPANY shall submit to CBTU, for analysis and approval, the results of the tests performed on the first rail batch. If this batch is rejected, the CONTRACTOR shall provide the schedule for execution of a new batch, which must be agreed to by CBTU, for a new evaluation.

8.6. Repeated rejection by CBTU of the second batch shall result in contract termination, without prejudice to the application of the applicable sanctions.

8.7. The release of the rails for shipment shall occur after performance of the applicable verifications, tests, and counter-tests, under the supervision of the CERTIFICATION COMPANY, and upon acceptance and shipment release by CBTU inspection.

8.8. The supplier shall mandatorily provide technical information for the execution of welds, especially regarding the “flash butt” processes (upset welding or electric welding), aluminothermic welding, and gas pressure welding, as well as the time-temperature-transformation curve (TTT curve) of the rails.

8.9. The rails shall be loaded and transported in bundles with metal identification plates, so that they arrive at the delivery location in perfect condition.

8.10. Responsibility for loading, transportation, unloading, and stacking of the material is exclusive to the CONTRACTOR, and the person responsible for CBTU's warehouse or receiving area shall check the quantities and verify the existence of any damage occurring during loading, transportation, and/or unloading.

8.11. In the event of damage to the material, it may be refused by the person responsible for receipt, and a Material Non-Receipt Term shall be drawn up at that time, specifying the quantity and the reason for refusal or non-acceptance.

8.12. Final acceptance shall only be completed after all repairs and corrections required by inspection have been made and upon issuance by CBTU of the respective Final Receipt Term for the shipment.

8.13. The previously approved quantities supplied and delivered to the locations indicated by the inspection team shall be measured and paid after certification of the quality and condition of the delivered rails and issuance of the respective Final Receipt Term for the shipment.

8.14. The material shall be supplied within 180 days counted from receipt of the Execution Order issued by CBTU, unless otherwise provided in the physical-financial schedule or in the contractual instrument.

8.15. The rails shall be delivered to the location indicated by CBTU in the respective Execution Order, subject to the possible locations previously defined in this TR, all situated within the operational interest area of STU-REC, in the State of Pernambuco.

8.16. For purposes of price formation, logistical planning, and proper preparation of proposals by bidders, the following are defined as possible delivery locations for the TR-57 RAILS:

- Cavaleiro Maintenance Center - CMC, located in the operational area of STU-REC, in Jaboatao dos Guararapes/PE;

- yards, operational areas, or warehouses of STU-REC, located in Recife/PE or in the Recife Metropolitan Region, provided they are linked to the railway network under the responsibility of CBTU/STU-REC;

- other operational points on the permanent way of STU-REC, when technically justified by the requesting area and expressly indicated in the Execution Order, provided they are located within the Recife Metropolitan Region.

8.17. The definition of the specific delivery location in each Execution Order shall observe the schedule of maintenance interventions, the availability of area for unloading and storage, the access conditions for heavy cargo transport vehicles, and the logistical convenience of the Administration.

8.18. The CONTRACTOR shall consider, in the composition of its prices, all costs necessary for transportation, freight, insurance, loading, unloading, and other logistical expenses up to the delivery location indicated by CBTU, and no subsequent allegation of lack of knowledge regarding the possible delivery locations previously defined shall be admitted.

8.19. Delivery of the rails shall occur under appropriate safety conditions, subject to the guidance of CBTU/STU-REC inspection, cargo handling standards, and internal procedures applicable to railway operational areas.

8.20. Delivery may be made from 8:30 a.m. to 11:30 a.m. and from 1:30 p.m. to 4:00 p.m., Monday through Friday, except holidays, without prejudice to prior scheduling with the inspection team for specific situations.

9. CRITERION FOR SELECTION OF THE PROPOSAL

9.1. The criterion for selecting the winning proposal shall be the HIGHEST DISCOUNT, with the expected budget disclosed in the bidding notice, provided that the proposal and its presentation meet all requirements established by this TR, by the bidding notice, and by the other annexes.

9.2. The total proposal amount shall include all direct and indirect expenses necessary for the complete execution of the supply, including administrative support, social and labor charges, insurance, fees, licenses, taxes, freight, loading, unloading, stacking, certification, tests, the CONTRACTOR's profit, and all other costs indispensable for perfect execution of the object.

9.3. The proposal shall be submitted on the company's letterhead and shall mandatorily contain the corporate name, address, CNPJ, telephone number and e-mail address, minimum validity of 60 days, payment conditions, shipment method, execution deadline, warranty period, taxes included, signature of the responsible person, and bank details for payment.

9.4. The shipping method for the rails shall be CIF, and the PROPONENT shall be responsible for all costs and risks until delivery of the material to the location indicated by CBTU in the respective Execution Order.

9.5. Proposal prices shall be expressed in national currency, unless expressly admitted in the bidding notice, and shall include IPI, ICMS, rate differential when applicable, and all other taxes and expenses levied on the final price.

9.6. A PROPONENT not located in the State of Pernambuco shall observe the advance collection of the ICMS rate differential applicable to goods originating from other States, when applicable.

10. TECHNICAL QUALIFICATION

10.1. The bidder shall submit one or more Technical Capacity certificates or statements, on letterhead, signed by a person with management powers or equivalent level, issued by a legal entity under public or private law, in the name of the proposing company or linked to the technical officer designated for the supply.

10.2. The certificates or statements shall prove capability to provide a supply that is relevant and compatible in characteristics, quantities, and deadlines with the object of this contracting.

10.3. The certificates shall mandatorily demonstrate, individually or jointly, the supply of railway rails compatible with the object, in TR-57 profile or technically equivalent, ABNT or AREMA standard, for use in metro-rail or railway systems.

10.4. Companies shall prove the supply of rails in a quantity equal to or greater than 50% of the total intended quantity, with the sum of certificates being admitted, provided that the technical compatibility of the material supplied, the proportionality of the requirement, the clarity of the planning documents, and the competitiveness of the bidding procedure are preserved.

10.5. The technical qualification requirement shall be interpreted in such a way as to protect CBTU against suppliers without operational capacity compatible with the object, without unduly restricting competitiveness, subject to the principles of reasonableness, proportionality, and selection of the most advantageous proposal.

11. EXECUTION REGIME

11.1. The contracting regime shall be Supply by Unit Price, remunerated per metric ton effectively supplied, delivered, accepted, and received by CBTU, subject to the schedule, the Price Registration Record, the contractual instrument, and the other contracting documents.

12. DIVISION OF THE CONTRACTING

12.1. This contracting shall be carried out through the Price Registration System and shall have a single successful bidder for the total quantity described, considering the standardized nature of the object, the need for technical uniformity of the material, and the logistical convenience of the contracting.

13. CONSORTIA AND SUBCONTRACTING

13.1. Subcontracting of the main object of the contracting, consisting of the supply of TR-57 RAILS, shall not be admitted.

13.2. Subcontracting of ancillary services shall be admitted, such as transportation, loading, unloading, maneuvering, stacking, testing, certification, and other auxiliary activities, provided that such

subcontracting does not transfer to third parties the main responsibility for supplying the rails and does not remove the CONTRACTOR's full responsibility before CBTU.

13.3. Formation of a consortium shall be admitted, subject to the rules of the invitation instrument, the RILC-CBTU, and applicable legislation.

13.4. Legal entities organized as a consortium shall submit a public or private commitment to establish the consortium, subscribed by the consortium members, indicating the legal entity responsible for the consortium, which shall meet the leadership conditions established in the invitation instrument.

13.5. Qualification documents shall be submitted by each consortium member, and, for purposes of technical qualification, the sum of the quantities of each member shall be admitted, subject to the conditions set forth in the bidding notice.

13.6. The commitment to establish the consortium and the contract to be executed by the winning consortium shall contain a joint and several liability clause among all consortium members.

13.7. Before execution of the contract, the winning consortium shall be required to register the commitment of incorporation with the Registry of Deeds and Documents, as provided by law.

13.8. Replacement of a consortium member during the bidding process or after contract signing shall be expressly authorized in writing by CBTU.

14. CONTRACT PERFORMANCE GUARANTEE AND PRODUCT MANUFACTURING WARRANTY

14.1. The CONTRACTOR shall provide a guarantee corresponding to 5% of the total contract amount and may, pursuant to article 70, paragraph 1, of Law No. 13,303/2016, choose cash deposit, surety bond, or bank guarantee.

14.2. The CONTRACTOR shall submit to CBTU proof of provision of the guarantee within a maximum period of 10 business days, counted from contract signing.

14.3. The guarantee provided shall ensure payment of losses arising from nonperformance of the object or default on contractual obligations, losses caused to the Administration or to third parties, punitive fines imposed by CBTU, and labor, tax, and social security obligations of any nature not fulfilled by the CONTRACTOR.

14.4. When the guarantee is provided through a surety bond or bank guarantee, such instruments shall have a minimum validity of 90 days beyond the expiration of the contractual term, after which the instrument shall be returned to the CONTRACTOR upon verification of fulfillment of all contractual obligations and issuance of the Contract Closure Term.

14.5. In the event of a change in the contract amount, extension of the validity term, total or partial use of the guarantee by CBTU, or other situations that imply loss or insufficiency of the guarantee, the CONTRACTOR shall provide its supplementation or replacement within the period determined by CBTU.

14.6. PRODUCT MANUFACTURING WARRANTY: The CONTRACTOR shall maintain a warranty against manufacturing defects in the rails for a minimum period of 5 years, counted from delivery of the first batch to the CONTRACTING ENTITY, without prejudice to longer periods offered in the proposal or provided by the manufacturer.

15. PRICE ADJUSTMENT CRITERIA

15.1. Price proposals submitted in national currency may be adjusted, provided that the annual periodicity is observed, applying the variation of the Broad Producer Price Index - Manufacturing Industry, Basic Metallurgy, Code 1477288, according to the formula: R = P0[(I - I0)/I0].

15.2. For purposes of the formula indicated in the previous item, the following definitions apply:

R = adjustment amount;
P0 = amount of the measurement to be adjusted;
I = index corresponding to the month of the annual contract adjustment;
I0 = index corresponding to the month of the base date;
Base date = deadline for submission of the proposal or date of the last adjustment.

15.3. The general rule is the submission of proposals and contract execution in national currency. If the bidding notice admits proposals or contracts in foreign currency, such possibility shall be expressly analyzed and highlighted to the competent internal decision-making bodies, and the provisions of article 23-A, paragraph 4, of the RILC-CBTU shall be observed, without prejudice to mapping the foreign exchange risk in the Risk Matrix.

15.4. Adoption of the adjustment rule does not prevent a contractual review to restore the initial economic and financial balance of the contract, pursuant to article 81, item VI, of Law No. 13,303/2016, provided that the legal requirements are effectively demonstrated by the interested party.

15.5. The Risk Matrix defined in an annex is an integral part of this TR and establishes the risks and responsibilities between the parties, characterizing the initial economic and financial balance of the contract

16. CONTRACT EXECUTION TERM AND CONTRACT VALIDITY TERM

16.1. The material shall be supplied within up to 180 days, equivalent to 6 months, counted from receipt of the Execution Order issued by CBTU, unless a specific schedule is approved by the inspection team.

16.2. The validity of the contracts shall cover the stages of issuance of the Execution Order, manufacturing, certification, transportation, delivery, final receipt, payment, and contract closure, totaling 9 months, in accordance with the attached physical-financial schedule and the provisions of the RILC-CBTU.

17. MANAGEMENT AND INSPECTION PROCEDURE

17.1. Management and inspection of the object shall be performed by a manager and an inspector designated by the CONTRACTING ENTITY, who shall be responsible for monitoring, inspecting, checking, and evaluating contract execution, as well as resolving doubts and pending matters, determining correction of failures through the CONTRACTOR's representative.

17.2. The CONTRACTOR shall inform CBTU in advance of the manufacturing process adopted and the characteristics of the steel, in accordance with the specifications of this TR and its annexes.

17.3. Before the start of rolling services, the CONTRACTOR shall provide the production schedule.

17.4. The CONTRACTOR shall inform CBTU, at least 30 days in advance, of the expected start date of production and the respective production schedule.

17.5. CBTU inspection reserves the right to request the immediate removal of any member of the CONTRACTOR's team who is hindering the proper progress of the supply.

17.6. No specific training need was identified for the management and inspection of the object, considering that it is an acquisition of material technically known by CBTU and compatible with previous contracts of the Company.

17.7. DUTIES OF THE MANAGER

17.7.1. Be responsible for control and monitoring of the supply, observing physical and financial aspects.
17.7.2. Ensure faithful compliance with all clauses of the contractual instrument.
17.7.3. Coordinate and guide the activities of the contract inspector.
17.7.4. Approve and forward the billing documents submitted to CBTU, after the relevant check and certification.
17.7.5. Justify deductions, fines, and other applicable administrative measures.
17.7.6. Require from the CONTRACTOR documents proving compliance with tax, social security, labor, and civil obligations, where applicable.
17.7.7. Submit justifications for contractual changes indispensable to successful execution, subject to legal and regulatory limits.
17.7.8. Formalize the technical team that will support the inspector in the exercise of his or her duties.
17.7.9. Adopt measures for contract closure, renewal of guarantees, amendments, or initiation of a new process, when necessary.

16.8. DUTIES OF THE INSPECTOR

16.8.1. Be responsible for faithful execution of the contract with respect to the quality and accuracy of the supply, in accordance with the technical specifications.

16.8.2. Check and certify the supplies delivered and accepted.

16.8.3. Justify, in the technical aspects, the need for contractual change, forwarding it to the manager.

16.8.4. Record occurrences, failures, delays, nonconformities, and measures adopted.

16.8.5. Keep CBTU's technical collection updated with the documents produced by the CONTRACTOR, including certificates, inspection reports, and receipt terms.

16.8.6. Request corrective measures from the CONTRACTOR when nonconformities in the supply are identified.

18. POSSIBILITY OF PARTICIPATION BY A COOPERATIVE SOCIETY

18.1. Due to the nature of the acquisition and the requirements for manufacturing, supply, certification, warranty, and technical responsibility of the object, participation by a cooperative society shall not be permitted.

19. INTENTION TO REGISTER PRICES

19.1. Considering the technical characteristics of the object, its specific destination to STU-REC, the need for standardization with the local metro-rail infrastructure, and the absence of demand previously identified by other bodies or entities, participating bodies or entities shall not be accepted in this Intention to Register Prices.

19.2. Subsequent adherence to the Price Registration Record by non-participating bodies or entities, known as “caronas”, shall also not be permitted, except by supervening express resolution of the competent authority and provided that the rules of the RILC-CBTU and applicable legislation are fully observed.

19.3. The prohibition established in the previous items seeks to preserve the proper management of the registered quantity, the specific purpose of the contracting, and the compatibility between the supply and the operational needs of STU-REC.

20. RISK MATRIX

20.1. The Risk Matrix is the instrument that defines the responsibilities of the CONTRACTING ENTITY and the CONTRACTOR in contract execution, characterizing the initial economic and financial balance of the contracting.

20.2. The CONTRACTOR is responsible for the risks related to the object that are allocated to it in the Risk Matrix, including those arising from its proposal, logistical planning, manufacturing, certification, transportation, loading, unloading, and delivery of the material.

20.3. The CONTRACTING ENTITY is responsible for the risks expressly allocated to it in the Risk Matrix, subject to the applicable legal, regulatory, and contractual provisions.

20.4. The Risk Matrix shall consider, among others, the risks related to freight variation, fluctuations in fuel and petroleum derivative prices, logistical impacts arising from the geopolitical scenario, any exchange

rate variation in supplies of imported products or proposals in foreign currency, manufacturing or delivery delays, technical nonconformity of the material, and operational difficulties in unloading and storage.

20.5. The Risk Matrix shall include the risks related to an increase in value due to higher freight and logistical costs resulting from an upward variation in the international price of oil, as well as from international geopolitical instabilities that may affect transportation, exchange rates, insurance, manufacturing deadlines, or supply availability.

20.6. The execution of amendments arising from events allocated in the Risk Matrix as the responsibility of the CONTRACTOR is prohibited, except in the cases admitted by applicable legislation and the RILC-CBTU.

21. SUSTAINABILITY CRITERIA AND PRACTICES

21.1. All applicable legislation related to the environment and sustainability shall be respected.

21.2. The acquisition of railway rails shall observe environmental, social, and economic sustainability criteria, in accordance with Law No. 13,303/2016 and Decree No. 7,746/2012, which establish guidelines for the promotion of sustainable national development in public contracting. The contracting shall prioritize solutions that reduce environmental impacts throughout the entire product life cycle, covering the stages of manufacturing, transportation, use, and eventual disposal or reuse of materials.

21.3. The railway rails to be supplied shall be produced in compliance with applicable environmental legislation and with industrial processes that include practices of energy efficiency, reduction of atmospheric emissions, and control of industrial waste. It is recommended that the manufacturer adopt certified environmental management systems, such as ISO 14001 or equivalent, demonstrating commitment to the continuous improvement of the environmental performance of its production activities.

21.4. With regard to waste management, any surplus metallic materials, packaging, or components used to protect and package the rails shall be disposed of in an environmentally appropriate manner, prioritizing reuse and recycling, in accordance with the guidelines of Law No. 12,305/2010. Whenever

possible, recyclable or reusable packaging materials shall be used, reducing waste generation throughout the logistics process.

21.5. Additionally, it is recommended that the railway rails have high durability and mechanical resistance, in order to extend their operational service life and reduce the need for frequent replacements. This characteristic contributes directly to the sustainability of the railway infrastructure by minimizing the consumption of natural resources and the environmental impacts associated with the manufacture and transportation of new materials.

21.6. The contracted company shall observe and comply with all recommendations and guidelines issued by the STU-REC environmental team throughout all stages of contract execution, basing its activities on good practices in sustainability and environmental management.

21.7. Such procedures shall be considered essential for proper execution of the bidding object, and the contractor shall adopt preventive and mitigating measures that minimize possible environmental impacts arising from its activities, such procedures being essential for execution of the bidding object.

21.8. It is recorded that CBTU's environmental area, through a Technical Note issued by the Coordinator of the CBTU/AC Sustainability Committee, expressed itself regarding the sustainability criteria applicable to this contracting, informing that there are no environmental pending matters preventing execution of the acquisition, provided that the contracted company observes the environmental recommendations relevant to execution of the object.

22. BUDGET FORECAST

22.1. Considering article 183 of the RILC-CBTU, in bidding procedures for price registration it is not necessary to indicate the budget allocation, which shall only be required for formalization of the contract or other appropriate instrument.

22.2. Before formalization of any contract or equivalent instrument arising from the Price Registration Record, consultation shall be made with the competent budget area to confirm budget availability, including with respect to the applicable source of funds and any dependence on transfer from the decentralizing unit, when applicable.

22. GENERAL PROVISIONS

22.3. The CONTRACTOR undertakes to maintain, throughout contract execution, all qualification and habilitation conditions required in the contracting process.

22.4. The intended contracting shall be governed, especially, by Law No. 13,303/2016, by Decree No. 10,024/2019, where applicable, and by the RILC-CBTU.

22.5. In the event of divergence or contradiction between the provisions contained in this TR and the relevant legislation, the current legal provisions shall prevail.

22.6. The CONTRACTOR undertakes, on its own behalf and on behalf of its employees and representatives, to maintain confidentiality regarding information, procedures, rules, and documents of CBTU of which it may become aware by virtue of the contracting.

22.7. Omitted cases that may arise during contract execution shall be decided by CBTU, according to the provisions contained in Law No. 13,303/2016, the RILC-CBTU, and the applicable principles of private law.

22.8. In counting the periods established in this TR, the start day shall be excluded and the due date shall be included. Periods shall only start and end on working days at CBTU.

22.9. All other formalities inherent to supply of the object shall comply with the contractual instrument, the bidding notice, its annexes, and the other contracting documents.

23. ANNEXES

23.1 The following annexes are an integral part of this Terms of Reference for purposes of proper procedural instruction, traceability of technical information, demonstration of the need for the contracting, composition of quantities, and definition of complementary elements of the contracting:

Identification	Document	Purpose
Annex I to the TR	Physical and Financial Supply Schedule	Document containing the forecast of stages, deadlines, physical milestones, and financial disbursements related to the supply of TR-57 RAILS.
Annex II to the TR	Risk Matrix	Document containing the identification, analysis, allocation, and treatment of risks related to the contracting, including freight, oil, geopolitical scenario, and foreign exchange risk, when applicable.
Annex III to the TR	Permanent Way Material Specification - EMVP/16 (Doc in Portuguese)	Technical document containing the specifications applicable to TR-57 RAILS, including manufacturing requirements, tests, inspections, tolerances, and steel quality.

Identification	Document	Purpose
Annex IV to the TR	Price Proposal Template	Template for presentation of the commercial proposal to be used by bidders.
Annex V to the TR	Price Survey Technical Note (Doc in Portuguese)	Specific document intended to demonstrate the methodology adopted for estimating the contracting value, with indication of the reference table, base date, item code, and calculation memory.
Annex VI to the TR	Environmental Technical Note (Doc in Portuguese)	Statement by CBTU's environmental area regarding the sustainability criteria and practices applicable to the contracting.

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AMARILDO WAGNER DE CARVALHO FONSECA D
Data: 03/07/2026 13:20:45-0300
Verifique em https://validar.iti.gov.br

Amarildo Wagner de Carvalho Fonseca Doria
Engineering Cost Reference Control Manager - GECOR
GECOR/GAESP/DT - CBTU/AC

gov.br Documento assinado digitalmente
DIOGO ANTONIO DOS SANTOS
Data: 03/07/2026 14:16:31-0300
Verifique em https://validar.iti.gov.br

Diogo Antonio dos Santos
General Manager of Studies and Projects – GAESP
GAESP/DT - CBTU/AC